Annexure II
K/G-2

GOVTERNMENT OF KARANATAKA

Executive Engineer Office,
Bommanahalli Project Division,
HSR Layout, BDA Complex,
Bommanahalli, Bengaluru-560102

Telephones: 9845409339 Fax:————

TENDERSFOR
THE SUPPLY OF Installation and Providing Services For INDIRA CANTEEN Kitchen at Gottigere, Bengaluru South Constancy Bommanahalli Zone.
GOODS / EQUIPMENT

TENDERREFERENCE	: BBMP/EE/BPD/Tend- 04 /2024-25
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	: 17.10.2024
LAST DATE FOR SALE OF TENDER DOCUMENT	: 25.10.2024
LAST DATE AND TIME FOR RECEIPT OF TENDERS	: 25.10.2024 Time 4.00 PM
TIME AND DATE OF OPENING OF TENDERS	: 26.10.2024 Time 4.30 PM
PLACE OF OPENING OF TENDERS	: Executive Engineer Office, Bommanahalli Project Division, HSR Layout, BDA Complex, Bengaluru-560102
ADDRESSFORCOMMUNICATION	: Same as above

* *Shouldbethesameasforthedeadlineforreceiptoftendersorpromptlythereafter*

TENDERSFOR

THESUPPLY OF Installation and Providing Services For INDIRA CANTEEN Kitchen at Gottigere, Bengaluru South Constancy Bommanahalli Zone GOODS/EQUIPMENT

SECTIONI.INVITATIONFORTENDERS(IFT)

Date : 16.10.2024

IFT No. : BBMP/EE/BPD/Tend- 04 /2024-25

1. The Executive Engineer Office, Bommanahalli Project Division, HSR Layout, BDA Complex, Bengaluru – 560 102.(Purchaser) invites tenders from eligible tenderers for the supply of the goods Listed below:

2. Thetenderer smaysubmittendersforanyorallofthegoodsgivenabove. **Tenderersareadvisedtonote the qualification criteria specified in Section VII to qualify for award of the contract.**

3. Tenderdocuments(andadditional copies)maybepurchased fromtheoffice of..... ..... from.....to.....,during office hours,for a non-refundable fee (two sets)of Rs…….. (Rupees .....), in the form of cash or Demand Draft/Pay Orderon anyNationalized/ Scheduled bankpayable at.....in favour of.....Interested tenderers may obtain further information at the same address.Tender documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs..... The.....willnotbeheldresponsible forthe postal delay if any,inthe delivery of thedocuments or non-receipt of the same.

4. Tendersmustbeaccompaniedbysecurityoftheamountspecifiedinthetenderdocument,drawninfavour of.....Earnest money depositwill have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days **beyond** the validity of the tender.

5. Tenders must be delivered to..... on or before.....hours on..... (date) and will be opened on the same day at. ..... hours, in the presence of the tenderers or their authorized representatives who wish to attend.If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.

6. Otherdetailscanbeseenin thetenderdocuments.

SECTIONII: INSTRUCTIONS TO TENDERERS

TABLEOF CLAUSES

Clause No.	Topic Number	Page No.
	A. Introduction	
1.	EligibleTenderer	4
2.	CostofTendering	4
	B. TenderDocuments	
3.	ContentsofTenderDocuments	4
4.	ClarificationofTenderDocuments	4
5.	AmendmentofTenderDocuments	4
	C. PreparationofTenders	
6..	LanguageofTender	5
7.	DocumentsComprisingtheTender	5
8..	TenderForm	5
9.	TenderPrices	5
10.	TenderCurrency	6
11.	DocumentsEstablishingTenderer'sEligibilityandQualifications	6
12.	DocumentsEstablishingGoodsEligibilityandConformitytoTenderDocuments	7
13.	EarnestMoneyDeposit	7
14.	PeriodofValidityofTenders	8
15.	FormatandSigningofTender	8
	D. SubmissionofTenders	
16.	SealingandMarkingofTenders	8
17	DeadlineforsubmissionofTenders	9
18.	LateTenders	9
19	ModificationandWithdrawalofTenders	9
	E. TenderOpeningandEvaluationofTenders	
20	OpeningofTendersbythePurchaser	9
21	ClarificationofTenders	10
22	PreliminaryExamination	10
23	EvaluationandComparisonofTenders	10
24	ContactingthePurchaser	12
	F. AwardofContract	
25	Post-qualification	13
26	AwardCriteria	13
27	Purchaser'sRighttoVaryQuantitiesatTimeofAward	13
28	Purchaser'sRighttoAcceptanyTenderandtoRejectanyorallTenders	13
29	NotificationofAward	13
30	SigningofContract	13
31	PerformanceSecurity	14
32	CorruptandFraudulentPractices	14

SECTIONII:INSTRUCTIONTOTENDERERS

A. Introduction

1. Eligible Tenderers

Tenderersshouldnotbeassociated,orhavebeenassociatedinthepast,directlyorindirectly,withafirmorany ofitsaffiliateswhichhavebeenengagedbythePurchasertoprovideconsultingservicesforthepreparationof the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

2. Cost of Tendering:

TheTendershallbearallcostsassociatedwiththepreparationandsubmissionofitstender,and .....,[1] hereinafterreferredtoas"thePurchaser",willinnocaseberesponsibleorliableforthesecosts,regardlessofthe conduct or outcome of the tender process.

B. TheTenderDocuments

3. Contents of Tender Documents

Thegoodsrequired,tenderingproceduresandcontracttermsareprescribedinthetenderdocuments.Inaddition to theInvitationforTenders,thetenderdocumentsinclude:

(a) InstructiontoTenderers(ITT);
(b) GeneralConditionsofContract(GCC);
(c) SpecialConditionsofContract(SCC);
(d) ScheduleofRequirements;
(e) TechnicalSpecifications;
(f) TenderFormandPriceSchedules;
(g) EarnestMoneyDepositForm;
(h) ContractForm;
(i) PerformanceSecurityForm;
(j) PerformanceStatementForm;
(k) Manufacturer'sAuthorizationForm;and
(l) EquipmentandQualityControlForm

TheTendererisexpectedtoexamineallinstructions,forms,terms,andspecificationsinthetenderdocuments. Failuretofurnishallinformationrequiredbythetenderdocumentsorsubmissionofatendernotsubstantially responsivetothetenderdocumentsineveryrespectwillbeattheTenderer'sriskandmayresultinrejectionof itstender.

4. ClarificationofTenderDocuments

AprospectiveTendererrequiringanyclarificationofthetenderdocumentsmaynotifythePurchaserinwriting or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no laterthan15dayspriortothedeadlineforsubmissionoftendersprescribedbythePurchaser.Writtencopiesof the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) willbesenttoallprospectivetendererswhichhavereceivedthetenderdocuments.

5. AmendmentofTenderDocuments

[1] GivethedesignationofthePurchaser.

At any time prior to the deadline for submission oftenders, the Purchaser may, for any reason, whether at its owninitiativeorinresponsetoaclarificationrequestedbyaprospectivetenderer,modifythetenderdocuments byamendment.

Allprospectivetendererswhohavereceivedthetenderdocumentswillbenotifiedoftheamendmentinwriting or by cable or by fax, and will be binding on them.

In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparingtheirtenders,thePurchaser,atitsdiscretion,mayextendthedeadlineforthesubmissionoftenders.

C. PreparationofTenders

6. LanguageofTender

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchangedbytheTendererandthePurchaser,shallbewritteninEnglishlanguage.Supportingdocumentsand printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accuratetranslationoftherelevantpassagesintheEnglishlanguageinwhichcase,forpurposesofinterpretation of the Tender, the translation shall govern.

7. DocumentsConstitutingtheTender

ThetenderpreparedbytheTendershallcomprisethefollowingcomponents:

(a) ATenderFormandaPriceSchedulecompletedinaccordancewithITTClauses8,9and10;

(b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tenderandisqualifiedtoperformthecontractifitstenderisaccepted;

(c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents;and

(d) EarnestmoneydepositfurnishedinaccordancewithITTClause13.

8. Tender Form

The Tenderer shall complete the Tender Form and thePrice Schedule furnished in the tender documents, indicatingthegoodstobesupplied,abriefdescriptionofthegoods,theircountryoforigin,quantityandprices.

9. TenderPrices

The Tenderer shall indicate on the Price Schedule the unit pricesandtotaltenderpricesofthegoodsitproposes tosupplyundertheContract.Tothisend,thetenderersareallowedtheoptiontosubmitthetendersforanyone ormoreschedulesspecifiedinthe‘ScheduleofRequirements’andtoofferdiscountsforcombinedschedules. However, tenderers shall quote for the complete requirement of goods and services specified under each scheduleonasingleresponsibilitybasis,failingwhichsuchtenderswillnotbetakenintoaccountforevaluation and will not be considered for award

PricesindicatedonthePriceScheduleshallbeenteredseparatelyinthefollowingmanner:

(i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable),includingalldutiesandsalesandothertaxesalreadypaidorpayable

a. oncomponentsandrawmaterialusedinthemanufactureorassemblyofgoodsquotedex-works or ex-factory; or

b. onthepreviouslyimportedgoodsofforeignoriginquotedex-showroom,ex-warehouseoroff-the-shelf.

c. Contractors are requested to Quote the price with GST.

d. Tenderers uploading UDYAM /MSE certificate for 15% price rebate will not be considered.

(ii) anyIndianduties,salesandothertaxeswhichwillbepayableonthegoodsifthisContractisawarded;

(iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

(iv) thepriceofotherincidentalserviceslistedinClause4oftheSpecialConditionsofContract.

TheTenderer'sseparationofthepricecomponentsinaccordancewithITTClause9.2abovewillbesolelyfor the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on anyof the terms offered.

PricesquotedbytheTendershallbefixedduringtheTenderer'sperformanceoftheContractandnotsubject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non- responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

Prices shall be quoted inIndi an Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer'seligibilitytotenderanditsqualificationstoperformtheContractifitstenderisaccepted

ThedocumentaryevidenceoftheTenderer'squalificationstoperformtheContractifitstenderisaccepted,shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization formin SectionXIII)bythegoods'ManufacturerorproducertosupplythegoodsinIndia. (TheitemoritemsforwhichManufacturer'sAuthorizationisrequiredshouldbespecified)

[Note:Supplies for any particular item in each schedule of the tender should be from one manufacturer only.Tenders from agents offering supplies from different manufacturer's for the same item of the schedule in the tender will be treated as non-responsive.]

(b) thattheTendererhasthefinancial,technical,andproductioncapabilitynecessarytoperformtheContract andmeetsthecriteriaoutlinedintheQualificationrequirementsspecifiedinSectionVII.Tothisend,all tenders submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or partnership,etc.;

(ii) Details of experience and pastperformanceofthetendereronequipmentofferedandonthoseof similar nature within the past three/five years[2] and details of current contracts in hand and other commitments(suggestedproformagivenin SectionXII);

[2]Chooseeitherthreeorfivedepending onthegoods/equipmentto beprocuredandthevalueof procurement.

12. DocumentsEstablishingGoods'EligibilityandConformitytoTenderDocuments

PursuanttoITBClause7,theTenderershallfurnish,aspartofitstender,documentsestablishingtheeligibility andconformitytothetenderdocumentsofallgoodsandserviceswhichthetendererproposestosupplyunder thecontract..

Thedocumentaryevidenceofconformityofthegoodsandservicestothetenderdocumentsmaybeintheform of literature, drawings and data, and shall consist of :

(a) adetaileddescriptionoftheessentialtechnicalandperformancecharacteristicsofthegoods;

(b) a list giving full particulars, including available sources and current prices, of spare parts,specialtools, etc.,necessaryfortheproperandcontinuingfunctioningofthegoodsforaperiodoftwoyears,following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstratingsubstantial responsivenessofthegoodsandservicestothosespecificationsorastatementofdeviationsandexceptions to the provisions of the Technical Specifications.

ForpurposesofthecommentarytobefurnishedpursuanttoITTClause12.2(c)above,theTenderershallnote thatstandardsforworkmanship,materialandequipment,andreferencestobrandnamesorcataloguenumbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalencetothosedesignatedintheTechnicalSpecifications.

13. EarnestMoneyDeposit

PursuanttoITTClause7,theTenderershallfurnish,aspartofitstender,earnestmoneydepositintheamount as specified in Section-V - Schedule of Requirements.

The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which wouldwarrantthesecurity'sforfeiture,pursuanttoITBClause13.7.

TheearnestmoneydepositshallbedenominatedinIndianRupeesandshall:

(a) at the tenderer’s option, be in the formof either a certified check, pay order, letter of credit, a demand draft, or a bank guarantee from a Nationalized/Scheduled Bank located in India or specified small savingsinstruments;

(b) the bank guarantee be substantially in accordance with the form of earnest money deposit included in SectionVIIIorotherformapprovedbythePurchaserpriortotendersubmission;

(c) be payable promptly upon writtendemand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;

(d) besubmittedinitsoriginalform;copieswillnotbeaccepted;and

(e) remainvalidforaperiodof45days**beyond**theoriginalvalidityperiodoftenders,orbeyondanyperiod of extension subsequentlyrequested under ITT Clause 14.2.

AnytendernotsecuredinaccordancewithITTClauses13.1and13.3abovewillberejectedbythePurchaser as non-responsive, pursuant toITT Clause 22.

UnsuccessfulTenderer'searnestmoneydepositwillbedischarged/returnedaspromptlyaspossiblebutnotlater than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause14.

The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuanttoITTClause30,andfurnishingtheperformancesecurity,pursuanttoITBClause31.

Thetendersecuritymaybeforfeited:

(a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on theTenderForm;or(ii)doesnotacceptthecorrectionoferrorspursuanttoITTClause22.2;or
(b) incaseofasuccessfulTenderer,iftheTendererfails:
  (i) tosigntheContractinaccordancewithITTClause30;or
  (ii) tofurnishperformancesecurityinaccordancewithITTClause31.

14. PeriodofValidityofTenders

Tendersshallremainvalidfor90daysafterthedeadlineforsubmissionoftendersprescribedbythePurchaser, pursuant to ITB Clause 17.A tender valid for a shorter period shall be rejected by the Purchaser as non- responsive.

Inexceptionalcircumstances,thePurchasermaysolicittheTenderer'sconsenttoanextensionoftheperiodof validity.The request and the responses thereto shall be made in writing (or by cable or telex or fax).The earnestmoneydepositprovidedunderITTClause13shallalsobesuitablyextended.ATenderermayrefuse therequestwithoutforfeitingitsearnestmoneydeposit.ATenderergrantingtherequestwillnotberequired nor permitted to modify its tender.

15. FormatandSigningofTender

The Tenderer shall prepare two copies of the tender, clearly marking each "Original Tender" and "Copy Tender",asappropriate.Intheeventofanydiscrepancybetweenthem,theoriginalshallgovern.

The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamendedprintedliterature,shallbeinitialedbythepersonorpersonssigningthetender.

Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

TheTendershallfurnishinformationasdescribedintheFormofTenderoncommissionsorgratuities,ifany, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

D. SubmissionofTenders

16. SealingandMarkingofTenders

TheTendersshallsealtheoriginalandeachcopyofthetenderinseparateinnerenvelopes,dulymarkingthe envelopesas"original"and"copy".Heshallthenplacealltheinnerenvelopesinanouterenvelope.

Theinnerandouterenvelopesshall:

(a) beaddressedtothePurchaseratthefollowingaddress:

(b) beartheProjectName,theInvitationforTenders(IFT)titleandnumber,andastatement"Donotopen before —— hours on ——."

Theinnerenvelopesshallalsoindicatethenameandaddressoftheterertoenablethetendertobereturned unopened in case it is declared "late".

If the outer envelope is not sealed and marked asrequiredbyITTClause16.2,thePurchaserwillassumeno responsibilityforthetender'smisplacementorprematureopening.

Telex,cableorfacsimiletenderswillberejected.

17. Deadline forSubmissionofTenders

TendersmustbereceivedbythePurchaserattheaddressspecifiedunderITTClause16.2(a)nolaterthanthe time and date specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received upto the appointed time on the next working day.

The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tendererspreviouslysubjecttothedeadlinewillthereafterbesubjecttothedeadlineasextended.

18. LateTenders

AnytenderreceivedbythePurchaserafterthedeadlineforsubmissionoftendersprescribedbythePurchaser, pursuanttoITTClause17,willberejectedand/orreturnedunopenedtotheTenderer.

19. ModificationandWithdrawalofTenders

TheTenderermaymodifyorwithdrawitstenderafterthetender'ssubmission,providedthatwrittennoticeof themodificationorwithdrawalisreceivedbythePurchaserpriortothedeadlineprescribedforsubmissionof tenders.

The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordancewiththeprovisionsofITTClause16.Awithdrawalnoticemayalsobesentbytelexorcableorfax butfollowedbyasignedconfirmationcopy,postmarkednotlaterthanthedeadlineforsubmissionoftenders.

Notendermaybemodifiedsubsequenttothedeadlineforsubmissionoftenders.

Notendermaybewithdrawnintheintervalbetweenthedeadlineforsubmissionoftendersandtheexpiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during thisintervalmayresultintheTenderer'sforfeitureofitsearnestmoneydeposit,pursuanttoITTClause13.7.

E. TenderOpeningandEvaluationofTenders

20. OpeningofTendersbythePurchaser

ThePurchaserwillopenalltenders,inthepresenceofTenderers'representativeswhochoosetoattend,at—— hours on —— and in the following location:

TheTenderers'representativeswhoarepresentshallsignaregisterevidencingtheirattendance.Intheeventof thespecifieddateofTenderopeningbeingdeclaredaholidayforthePurchaser,thetendersshallbeopenedat the appointed time and location on the next working day.

The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.No tender shall be rejected at tender opening, except for late tenders,whichshallbereturnedunopenedtotheTendererpursuanttoITTClause18.

Tenders (and modifications sent pursuant to ITT Clause 19.2) that are not opened and read out at tender openingshallnotbeconsideredfurtherforevaluation,irrespectiveofthecircumstances.

ThePurchaserwillprepareminutesofthetender opening.

21. ClarificationofTenders

During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender.Therequestforclarificationandtheresponseshallbeinwritingandnochangeinpricesorsubstanceof the tender shall be sought, offered or permitted.

22. PreliminaryExamination

The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorizationfromthemanufacturerasperSectionXIII,shallbetreatedasnon-responsive.

WheretheTendererhasquotedformorethanoneschedule,ifthetendersecurityfurnishedisinadequateforall theschedules,thePurchasershalltakethepricetenderintoaccountonlytotheextentthetenderissecured.For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tendersecuritytobefurnishedfortheschedule includedinthetender(offer)intheserialorderoftheSchedule of Requirements of the Tender document.

Arithmeticalerrorswillberectifiedonthefollowingbasis.Ifthereisadiscrepancybetweentheunitpriceand thetotalpricethatisobtainedbymultiplyingtheunitpriceandquantity,theunitpriceshallprevailandthetotal priceshallbecorrected.Ifthereisadiscrepancybetweenwordsandfigures,thelowestofthetwowillprevail. Ifthesupplierdoesnotacceptthecorrectionoferrors,itstenderwillberejectedanditstendersecuritymaybe forfeited.

The Purchaser may waive any minor informality or non-conformityorirregularityinatenderwhichdoesnot constituteamaterialdeviation,providedsuchawaiverdoesnotprejudiceoraffecttherelativerankingofany Tenderer.

Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsivenessofeachtendertothetenderdocuments.ForpurposesoftheseClauses,asubstantiallyresponsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6).Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitationofliability(GCCClause28),Applicablelaw(GCCClause30),andTaxes&Duties(GCCClause 32)willbedeemedtobeamaterialdeviation.ThePurchaser'sdeterminationofatender'sresponsivenessisto bebasedonthecontentsofthetenderitselfwithoutrecoursetoextrinsicevidence.

If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be maderesponsivebytheTenderer by correction of thenon-conformity.

23. Evaluation and Comparison of Tenders

The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately.No tender will be considered if the completerequirementscoveredinthescheduleisnotincludedinthetender.However,asstatedinITTClause 9,Tenderersareallowedtheoptiontotenderforanyoneormoreschedulesandtoofferdiscountsforcombined schedules.These discounts will be taken into account in the evaluation of the tenders so as to determine the tenderorcombinationoftendersofferingthelowestevaluatedcostforthePurchaserindecidingaward(s)for eachschedule.

ThePurchaser'sevaluationofatenderwillexcludeandnottakeintoaccount:

(a) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

The Purchaser's evaluation of a tender will takeintoaccount,inadditiontothetenderprice(Ex- factory/ex-warehouse/off-the-shelfpriceofthegoodsofferedfromwithinIndia,suchpricetoincludeallcosts aswellasdutiesandtaxespaidorpayableoncomponentsandrawmaterialincorporatedortobeincorporated inthegoods,andExcisedutyonthefinishedgoods,ifpayable)andpriceofincidentalservices,thefollowing factors,inthemannerandtotheextentindicatedinITTClause23.4andintheTechnicalSpecifications:

(a) costofinlandtransportation,insuranceandothercostswithinIndiaincidental tothedelivery ofthe goods to their final destination;

(b) deliveryscheduleofferedinthetender;

(c) deviationsinpaymentschedulefromthatspecifiedintheSpecialConditionsofContract;

(d) thecostofcomponents,mandatorysparepartsandservice;

(e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;

(f) theprojectedoperatingandmaintenancecostsduringthelifeoftheequipment;and

(g) theperformanceandproductivityoftheequipmentoffered.

PursuanttoITTClause23.3,oneormoreofthefollowingevaluationmethodswillbeapplied:

(a) *InlandTransportation,InsuranceandIncidentals*:

(i) Inlandtransportation,insuranceandotherincidentalsfordeliveryofgoodstothefinaldestination as stated in ITT Clause 9.2 (iii).

Theabovecostswillbeaddedtothetenderprice.

(b) *DeliverySchedule*:

(i) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the timespecifiedintheScheduleofRequirements.Theestimatedtimeofarrivalofthegoodsatthe projectsiteshouldbecalculatedforeachtenderafterallowingforreasonabletransportationtime. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculatedforothertendersat2%oftheex-factorypriceincludingexcisedutyforeachmonthof delaybeyondthebaseandthiswillbeaddedtothetenderpriceforevaluation.Nocreditwillbe giventoearlierdeliveriesandtendersofferingdeliverybeyond[3]monthsofstipulateddelivery periodwillbetreatedasunresponsive.

(c) *DeviationinPaymentSchedule*:

TheSpecialConditionsofContractstipulatethepaymentscheduleofferedbythePurchaser.Ifatender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender willbeevaluatedbycalculatinginterestearnedforanyearlierpaymentsinvolvedinthetermsoutlinedin thetenderascomparedtothosestipulatedinthisinvitation,atarateof[4]percentperannum.

(d) *CostofSpareParts*:

(i) Appendix .....totheTechnicalSpecificationsliststheitemsandquantitiesofmajorassemblies, componentsandselecteditemsofspareparts,likelytoberequiredduringtheinitial ..... yearperiod of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

[3]Specifyaperiodwhichisnotmorethantwicethedesireddelivery period.

[4]SpecifycommercialBankrateofinterestplus2%

OR

(ii) The Purchaser will draw up a list of high usage and high value items of components and spare partsalongwithestimatedquantitiesofusageinthe initial ..... yearperiodofoperation.Thetotal costoftheseitemsandquantitieswillbecomputedfromsparepartsunitpricessubmittedbythe Tenderer and added to the tender price.

OR

(iii) ThePurchaserwillestimatethecostofsparepartsusageintheinitial..... yearperiodofoperation, basedoninformationfurnishedbyeachtendereraswellasonpastexperienceofthePurchaseror otherPurchasersinsimilarsituations.Suchcostsshallbeaddedtothetenderpriceforevaluation.

(e) S*parePartsandAfterSalesServiceFacilitiesinIndia*:

ThecosttothePurchaserofestablishingtheminimumservicefacilitiesandpartsinventories,asoutlined elsewhereinthetenderdocuments,ifquotedseparately,shallbeaddedtothetenderprice.

(f) *OperatingandMaintenanceCosts*:

Sincetheoperatingandmaintenancecostsoftheequipmentunderprocurementformamajorpartofthe lifecyclecostoftheequipment,thesecostswillbeevaluatedasfollows:

(i) fuelcostsshallbebasedon.....kms/hoursofoperationperyearfor..... yearsatafuelpriceof Rs. .....;

(ii) sparepartscostsshallbebasedon .....kms/hoursofoperationbasedontheguaranteedfigures providedbytheTendererinresponseto..... oftheTechnicalSpecificationsorbasedonpastactual figuresforsimilarequipmentalreadyinusewiththePurchaser;and

(iii) allfuturecostswillbediscountedtopresentvalueatadiscountfactorof.10percent.

(g) *PerformanceandProductivityoftheEquipment*:

(i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment ofRs.willbeaddedtothetenderprice,representingthecapitalizedcostofadditionaloperatingcosts overthelifeoftheplantusingthemethodologyspecifiedintheTechnicalSpecifications;OR

(ii) Goods offered shall have a minimum productivity specified under the relevant provisions in TechnicalSpecificationstobeconsideredresponsive.Evaluationshallbebasedonthecostperunitof theactualproductivityofgoodsofferedinthebidandadjustmentwillbeaddedtothetenderpriceusing the methodology specified in the Technical Specifications.

24. ContactingthePurchaser

SubjecttoITTClause21,noTendershallcontactthePurchaseronanymatterrelatingtoitstender,fromthe time of the tender opening to the time the Contract is awarded.If the tendererwishes to bring additional informationtothenoticeofthepurchaser,itshoulddosoinwriting.

AnyeffortbyaTenderertoinfluencethePurchaserinitsdecisionsontenderevaluation,tendercomparisonor contractawardmayresultinrejectionoftheTenderer'stender.

F. AwardofContract

25. Postqualification

Intheabsenceofprequalification,thePurchaserwilldeterminetoitssatisfactionwhethertheTendererthatis selectedashavingsubmittedthelowestevaluatedresponsivetendermeetsthecriteriaspecifiedinITTClause 11.2(b)andisqualifiedtoperformthecontractsatisfactorily.

Thedeterminationwilltakeintoaccounttheenderer'sfinancial,technicalandproductioncapabilities.Itwill be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer,pursuanttoITTClause11,aswellassuchotherinformationasthePurchaserdeemsnecessaryand appropriate.

An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determinationwillresultinrejectionoftheTenderer'stender,inwhicheventthePurchaserwillproceedtothe next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contractsatisfactorily.

26. AwardCriteria

Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, providedfurtherthattheTendererisdeterminedtobequalifiedtoperformtheContractsatisfactorily.

27. Purchaser'srighttovaryQuantitiesatTimeofAward

ThePurchaserreservestherightatthetimeofContractawardtoincreaseordecreasebyupto25percentofthe quantityofgoodsandservicesoriginallyspecifiedintheScheduleofRequirementswithoutanychangeinunit price or other terms and conditions.

28. Purchaser'sRighttoAcceptAnyTenderandtoRejectAnyorAllTenders

ThePurchaserreservestherighttoacceptorrejectanytender,andtoannulthetenderingprocessandrejectall tenders at any time prior to contractaward,withouttherebyincurringany liabilitytotheaffectedTendereror Tenderers.

29. NotificationofAward

Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writingbyregisteredletterorbycable/telexorfax,tobeconfirmedinwritingbyregisteredletter,thatitstender has been accepted.

ThenotificationofawardwillconstitutetheformationoftheContract.

Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

If,afternotificationofaward,aTendererwishestoascertainthegroundsonwhichitstenderwasnotselected,it shouldaddressit'srequesttothePurchaser.ThePurchaserwillpromptlyrespondinwritingtotheunsuccessful Tenderer.

30. SigningofContract

At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send theTenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

Within 21 days of receipt of the Contract Form,the successful Tenderer shall sign and date the Contractand return it to the Purchaser.

31. PerformanceSecurity

Within21daysofthereceiptofnotificationofawardfromthe Purchaser,thesuccessfulTenderershallfurnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form providedinthetenderdocumentsorinanotherformacceptabletothePurchaser.

FailureofthesuccessfulTenderertocomplywiththerequirementofITTClause30.2orITTClause31.1shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in whicheventthePurchasermaymaketheawardtothenextlowestevaluatedTendererorcallfornewtenders.

32 CorruptorFraudulentPractices

TheGovernmentrequiresthatTenderers/Suppliers/Contractorsobservethehigheststandardofethicsduring theprocurementandexecutionofGovernmentfinancedcontracts.Inpursuanceofthispolicy,theGovernment :

(a) defines,forthepurposesofthisprovision,thetermssetforthasfollows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influencetheactionofapublicofficialintheprocurementprocessorincontractexecution;and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement processortheexecutionofacontracttothedetrimentoftheGovernment,andincludescollusive practiceamongTenderers(priortooraftertendersubmission)designedtoestablishtenderprices atartificialnon-competitivelevelsandtodeprivetheGovernmentofthebenefitsoffreeandopen competition;

(b) willrejectaproposalforawardifitdeterminesthattheTendererrecommendedforawardhasengaged incorruptorfraudulentpracticesincompetingforthecontractinquestion;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financedcontract if it at any time determines that the firm has engaged in corrupt or fraudulentpracticesincompetingfor,orinexecuting,aGovernment-financedcontract.

Furthermore,TendersshallbeawareoftheprovisionstatedinSub-clause4.4andsub-clause23.1ofthe General Conditions of Contract.

SECTIONIII:GENERALCONDITIONSOFCONTRACTTABLE OF CLAUSES

Clause Number	Topic	PageNumber
1.	Definitions	16
2.	Application	16
3.	Standards	16
4.	UseofContractDocumentsandInformation;InspectionandAudit by Government	16
5.	PatentRights	17
6.	PerformanceSecurity	17
7.	InspectionandTests	17
8.	Packing	18
9.	DeliveryandDocuments	18
10.	Insurance	18
11.	Transportation	18
12.	IncidentalServices	19
13.	SpareParts	19
14.	Warranty	19
15.	Payment	20
16.	Prices	20
17.	ChangeOrders	20
18.	ContractAmendments	21
19.	Assignment	21
20.	Subcontracts	21
21.	DelaysinSupplier'sPerformance	21
22.	LiquidatedDamages	21
23.	TerminationforDefault	21
24.	ForceMajeure	22
25.	TerminationforInsolvency	22
26.	TerminationforConvenience	22
27.	SettlementofDisputes	23
28.	LimitationofLiability	23
29.	GoverningLanguage	23
30.	ApplicableLaw	23
31.	Notices	23
32.	TaxesandDuties	23

SECTIONIII–GENERALCONDITIONSOFCONTRACT

GeneralConditionsofContract

1. Definitions

InthisContract,thefollowingtermsshallbeinterpretedasindicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "TheGoods"meansalltheequipment,machinery,and/orothermaterialswhichtheSupplierisrequiredto supply to the Purchaser under the Contract;

(d) "Services" means services ancillary to the supply of the Goods,suchastransportationandinsurance,and anyotherincidentalservices,suchasinstallation,commissioning,provisionoftechnicalassistance,training andotherobligationsoftheSuppliercoveredundertheContract;

(e) “GCC”meanstheGeneralConditionsofContractcontainedinthissection.

(f) “SCC”meanstheSpecialConditionsofContract.

(g) “ThePurchaser”meanstheorganizationpurchasingtheGoods,asnamedinSCC.

(h) “ThePurchaser’scountry”isthecountrynamedinSCC.

(i) “TheSupplier”meanstheindividualorfirmsupplyingtheGoodsandServicesunderthisContract.

(j) “TheGovernment”meanstheGovernmentofKarnatakaState.

(k) “TheProjectSite”,whereapplicable,meanstheplaceorplacesnamedinSCC.

(l) “Day”meanscalendarday.

2. Application

TheseGeneralConditionsshallapplytotheextentthattheyarenotsupersededbyprovisionsinotherpartsofthe Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods'countryoforiginandsuchstandardsshallbethelatestissuedbytheconcernedinstitution.

4. UseofContractDocumentsandInformation;InspectionandAuditbytheGovernment

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaserinconnectiontherewith,toanypersonotherthanapersonemployedbytheSupplierinperformanceof theContract.Disclosuretoanysuchemployedpersonshallbemadeinconfidenceandshallextendonlysofar as may be necessary for purposes of such performance.

TheSuppliershallnot,withoutthePurchaser'spriorwrittenconsent,makeuseofanydocumentorinformation enumeratedinGCCClause4.1exceptforpurposesofperformingtheContract.

Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performanceoftheSupplierandtohavethemauditedbyauditorsappointedbytheGovernment,ifsorequired by the Government.

5. PatentRights

TheSuppliershallindemnifythePurchaseragainstallthird-partyclaimsofinfringementofpatent,trademarkor industrialdesignrightsarisingfromuseoftheGoodsoranypartthereofinIndia.

6. PerformanceSecurity

Within 21 days of receipt of thenotificationofcontractaward,theSuppliershallfurnishPerformanceSecurityto the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extendedtoafurtherperiodof12monthsandthePerformanceBankGuaranteeforproportionatevalueshallbe extended60daysoverandabovetheinitialWarrantyperiod.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resultingfromtheSupplier'sfailuretocompleteitsobligationsundertheContract.

ThePerformanceSecurityshallbedenominatedinIndianRupeesandshallbeinoneofthefollowingforms:

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form providedinthetenderdocumentsoranotherformacceptabletothePurchaser;or

(b) A cashier'scheckorBanker'scertifiedcheck,orcrosseddemanddraftorpayorderdrawninfavouroftheP urchaser.;or

(c) Specifiedsmallsavingsinstrumentspledgedtothe Purchaser.

ThePerformanceSecuritywillbedischargedbythePurchaserandreturnedtotheSuppliernotlaterthan60days followingthedateofcompletionoftheSupplier'sperformanceobligations,includinganyWarrantyobligations, under the Contract.

Intheeventofanycontractamendment,theSuppliershall,within20daysofreceiptofsuchamendment,furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amendedfor60daysafterthecompletionofperformanceobligationsincludingWarrantyobligations.

7. InspectionsandTests

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformitytotheContractspecificationsatnoextracosttothePurchaser.SCCandtheTechnicalSpecifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted.The PurchasershallnotifytheSupplierinwritinginatimelymanneroftheidentityofanyrepresentativesretained for these purposes.

The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s),allreasonablefacilitiesandassistance,includingaccesstodrawingsandproductiondata-shall befurnishedto theinspectorsatnochargeto thePurchaser.

ShouldanyinspectedortestedGoodsfailtoconformtothespecifications,thePurchasermayreject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived byreason of the Goods having previouslybeen inspected, tested and passedbythePurchaseroritsrepresentativepriortotheGoodsshipment.

NothinginGCCClause7shallinanywayreleasetheSupplierfromanywarrantyorotherobligationsunderthis Contract.

ManualsandDrawings

Before the goods and equipment are taken over bythe Purchaser, the Supplier shallsupplyoperation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

The manuals and drawings shall be in the ruling language (English) and in such form and numbersas stated in the contract.

Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration duringtransittotheirfinaldestinationasindicatedintheContract.Thepackingshallbesufficienttowithstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation duringtransitandopenstorage.Packingcasesizeandweightsshalltakeintoconsideration,whereappropriate, theremotenessoftheGoods'finaldestinationandtheabsenceofheavyhandlingfacilitiesatallpointsintransit.

Thepacking,markinganddocumentationwithinandoutsidethepackagesshallcomplystrictlywithsuchspecial requirementsasshallbeprovidedforintheContractincludingadditionalrequirements,ifany,specifiedinSCC andin anysubsequentinstructionsorderedbythePurchaser.

PackingInstructions:TheSupplierwillberequiredtomakeseparatepackagesforeachConsignee.EachPackage willbemarkedonthreesideswithproperpaint/indelibleinkthefollowing:

i)Project,ii)ContractNo.,iii)SuppliersName,andiv)PackingListReferencenumber.

9. DeliveryandDocuments

DeliveryoftheGoodsshallbemadebytheSupplierinaccordancewiththetermsspecifiedbythePurchaserin the Notification of Award.The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

TheGoodssuppliedundertheContractshallbefullyinsuredinIndianRupeesagainstlossordamageincidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse”(finaldestinations)on“AllRisks”basisincludingWarrisksandStrikes.

11. Transportation

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination withinIndiadefinedasProjectsite,transporttosuchplaceofdestinationinIndiaincludinginsurance,asshallbe

specified in the Contract, shall be arranged by the Supplier,andtherelatedcostshallbeincludedinthe ContractPrice

12. IncidentalServices

Thesuppliermayberequiredtoprovideanyorallofthefollowingservices,includingadditionalservices,ifany, specified in SCC:

(a) performanceorsupervisionoftheon-siteassemblyand/orstart-upofthesuppliedGoods;

(b) furnishingoftoolsrequiredforassemblyand/ormaintenanceofthesuppliedGoods;

(c) furnishingofdetailedoperationsandmaintenancemanualforeachappropriateunitofsuppliedGoods;

(d) performanceorsupervisionormaintenanceand/orrepairofthesuppliedGoods,foraperiodoftimeagreed bytheparties,providedthatthisserviceshallnotrelievetheSupplierofanywarrantyobligationsunderthis Contract;and

(e) trainingofthePurchaser'spersonnel,attheSupplier'splantand/oron-site,inassembly,start-up,operation, maintenance and/or repair of the supplied Goods.

PriceschargedbytheSupplierforincidentalservices,ifnotincludedintheContractPricefortheGoods,shall beagreeduponinadvancebythepartiesandshallnotexceedtheprevailingrateschargedtootherpartiesbythe Supplier for similar services.

13. SpareParts

As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications,andinformationpertainingtosparepartsmanufacturedordistributedbytheSupplier:

(a) suchsparepartsasthePurchasermayelecttopurchasefromtheSupplier,providingthatthiselectionshall notrelievetheSupplierofanywarrantyobligationsundertheContract;and

(b) Intheeventofterminationofproductionofthespareparts:

(i) advancenotificationtothePurchaserofthependingtermination,insufficienttimetopermit the Purchaser to procure needed requirements; and

(ii) followingsuchtermination,furnishingatnocosttothePurchaser,theblueprints, drawingsandspecificationsofthespareparts,if requested.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possiblebutinanycasewithin3monthsofplacementoforder.

14. Warranty

TheSupplierwarrantsthattheGoodssuppliedunderthisContractarenew,unused,ofthemostrecentorcurrent modelsandthattheyincorporateallrecentimprovementsindesignandmaterialsunlessprovidedotherwisein the Contract.The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser'sSpecifications)orfromanyactoromissionoftheSupplier,thatmaydevelopundernormaluseofthe suppliedGoodsintheconditionsprevailinginthecountryoffinaldestination.

Thiswarrantyshallremainvalidfor…..[5]hoursofoperationor12monthsaftertheGoodsoranyportionthereof asthecasemaybe,havebeendeliveredtoandacceptedatthefinaldestinationindicatedintheContract,orfor 15monthsafterthedateofshipmentfromtheplaceofloadingwhicheverperiodconcludesearlier.TheSupplier shall,inaddition,complywiththeperformanceand/orconsumptionguaranteesspecifiedundertheContract.If

[5]Specifyappropriatefiguredependingonthetypeof equipment.

forreasonsattributabletotheSupplier,these guaranteesarenotattainedinwholeorinpart,the Supplier shall at its discretion either:

(a) makesuchchanges,modifications,and/oradditionstotheGoodsoranypartthereofasmaybenecessaryin ordertoattainthecontractualguaranteesspecifiedintheContractatitsowncostandexpenseandtocarry outfurtherperformancetestsinaccordancewithSCCClause2;OR

(b) payliquidateddamagestothePurchaserwithrespecttothefailuretomeetthecontractualguarantees.The rateoftheseliquidateddamagesshallbeasspecifiedintheTechnicalSpecifications.[6]

ThePurchasershallpromptlynotifytheSupplierinwritingofanyclaimsarisingunderthiswarranty.

Upon receipt of such notice, the Supplier shall, within the period of …… [7]days and with all reasonable speed, repairorreplacethedefectiveGoodsorpartsthereof,freeofcostattheultimatedestination.TheSuppliershall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

IftheSupplier,havingbeennotified,failstoremedythedefect(s)within….[8]days,thePurchasermayproceedto takesuchremedialactionasmaybenecessary,attheSupplier'sriskandexpenseandwithoutprejudicetoany otherrightswhichthePurchasermayhaveagainsttheSupplierundertheContract.

15. Payment

The method and conditions of payment to be made to the Supplier under this Contractshall be specifiedinthe SCC.

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuanttoGCCClause9,anduponfulfillmentofotherobligationsstipulatedinthecontract.

Paymentsshallbemadepromptlybythe Purchaserbutinnocaselaterthansixty(60)daysaftersubmissionof the invoice or claim by the Supplier.

PaymentshallbemadeinIndianRupees.

16. Prices

Pricespayabletothesupplierasstatedinthecontractshallbefirmduringtheperformanceofthecontract.

17. ChangeOrders

ThePurchasermayatanytime,bywrittenordergiventotheSupplierpursuanttoGCCClause31,makechanges withinthegeneralscopeoftheContractinanyoneormoreofthefollowing:

(a) drawings,designs,orspecifications,whereGoodstobefurnishedundertheContractaretobespecifically manufactured for the Purchaser;

(b) themethodofshippingorpacking;

(c) theplaceofdelivery;and/or

(d) theServicestobeprovidedbytheSupplier.

---

[6]Therateshallbehigherthantheadjustmentrateusedinthebidevaluationunder ITTClause23.4(f)or(g)

[7]Specifyanappropriatefigurekeepinginviewthetypeof equipment.

[8]Specifyanappropriatefigurekeepinginviewthetypeof equipment.

If any such change causes an increase or decreasein the cost of, or the time required for, the Supplier's performanceofanyprovisionsundertheContract,anequitableadjustmentshallbemadeintheContractPriceor delivery schedule, or both, and the Contract shall accordingly be amended.Any claims by the Supplier for adjustmentunderthisclausemustbeassertedwithinthirty(30)daysfromthedateoftheSupplier'sreceiptofthe Purchaser's change order.

18. ContractAmendments

SubjecttoGCCClause17,novariationinormodificationofthetermsoftheContractshallbemadeexceptby written amendment signed by the parties.

19. Assignment

TheSuppliershallnotassign,inwholeorinpart,itsobligationstoperformundertheContract,exceptwiththe Purchaser's prior written consent.

20. Subcontracts

TheSuppliershallnotifythePurchaserinwritingofallsubcontractsawardedunderthis Contractifnotalready specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier fromany liabilityorobligationundertheContract.Sub-contractsshallbeonlyforboughtoutitemsandsub-assemblies.

SubcontractsmustcomplywiththeprovisionsofGCCClause2.

21. DelaysintheSupplier'sPerformance

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the timeschedulespecifiedbythePurchaserintheScheduleofRequirements.

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notifythePurchaserinwritingofthefactofthedelay,itslikelydurationanditscause(s).Assoonaspracticable afterreceiptoftheSupplier’snotice,thePurchasershallevaluatethesituationandmay,atitsdiscretion,extend the Supplier’s time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

ExceptasprovidedunderGCCClause24,adelaybytheSupplierintheperformanceofitsdeliveryobligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extensionoftimeisagreeduponpursuanttoGCCClause21.2withouttheapplicationofliquidateddamages.

22. LiquidatedDamages

Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services withintheperiod(s)specifiedintheContract,thePurchasershall,withoutprejudicetoitsotherremediesunder theContract,deductfromtheContractPrice,asliquidateddamages,asumequivalentto0.5%ofthedelivered priceofthedelayedGoodsorunperformedServicesforeachweekorparthereofofdelayuntilactualdelivery orperformance,uptoamaximumdeductionof10%oftheContractPrice..Onceth emaximumisreached,the PurchasermayconsiderterminationoftheContractpursuanttoGCCClause23.

23. TerminationforDefault

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, orwithinanyextensionthereofgrantedbythePurchaserpursuanttoGCCClause21;or

(b) iftheSupplierfailstoperformanyotherobligation(s)undertheContract.

(c) IftheSupplier,inthejudgementofthePurchaserhasengagedincorruptorfraudulentpracticesin competing for or in executing the Contract.

ForthepurposeofthisClause:

"Corruptpractice"meanstheoffering,giving,receivingorsolicitingofanythingofvaluetoinfluencethe actionofapublicofficialintheprocurementprocessorincontractexecution.

"fraudulentpractice"meansamisrepresentationoffactsinordertoinfluenceaprocurementprocessorthe execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (priortoorafterbidsubmission)designedtoestablishbidpricesatartificialnon-competitivelevelsandto deprive the Borrower of the benefits of free and open competition.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchasermayprocure,uponsuchtermsandinsuchmannerasitdeemsappropriate,GoodsorServicessimilar tothoseundelivered,andtheSuppliershallbeliabletothePurchaserforanyexcesscostsforsuchsimilarGoods orServices.However,theSuppliershallcontinuetheperformanceoftheContracttotheextentnotterminated.

24. ForceMajeure

Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involvingtheSupplier'sfaultornegligenceandnotforeseeable.Sucheventsmayinclude,butarenotlimitedto, actsofthePurchasereitherinitssovereignorcontractualcapacity,warsorrevolutions,fires,floods,epidemics, quarantine restrictions and freight embargoes.

IfaForceMajeuresituationarises,theSuppliershallpromptlynotifythePurchaserinwritingofsuchconditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternativemeansforperformancenotpreventedbytheForceMajureevent.

25. TerminationforInsolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomesbankruptorotherwiseinsolvent.Inthisevent,terminationwillbewithoutcompensationtotheSupplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. TerminationforConvenience

ThePurchaser,bywrittennoticesenttotheSupplier,mayterminatetheContract,inwholeorinpart,atanytime foritsconvenience.Thenoticeofterminationshallspecifythatterminationisforthe Purchaser'sconvenience, theextenttowhichperformanceoftheSupplierundertheContractisterminated,andthedateuponwhichsuch termination becomes effective.

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.For the remaining Goods, the Purchaser may elect:

(a) tohaveanyportioncompletedanddeliveredattheContracttermsandprices;and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previouslyprocured bythe Supplier.

27. SettlementofDisputes

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreementordisputearisingbetweenthemunderorinconnectionwiththeContract.

If,afterthirty(30)days,thepartieshavefailedtoresolvetheirdisputeordifferencebysuchmutualconsultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration,ashereinafterprovided,astothematterindispute,andnoarbitrationinrespectofthismattermaybe commenced unless such notice is given.

Anydisputeordifferenceinrespectofwhichanoticeofintentiontocommencearbitrationhasbeen giveninaccordancewiththisClauseshallbefinallysettledbyarbitration.Arbitrationmaybe commencedpriortoorafterdeliveryoftheGoodsundertheContract.

Arbitrationproceedingsshallbeconductedinaccordancewiththerulesofprocedurespecifiedinthe SCC.

Notwithstandinganyreferencetoarbitration herein,

(a) thepartiesshallcontinueto performtheirrespectiveobligationsundertheContractunlessthey otherwise agree; and

(b) thePurchasershallpaytheSupplieranymoniesduetheSupplier.

28. LimitationofLiability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause5,

(a) theSuppliershallnotbeliabletothePurchaser,whetherincontract,tort,orotherwise,foranyindirector consequentiallossordamage,lossofuse,lossofproduction,orlossofprofitsorinterestcosts,providedthat thisexclusionshallnotapplytoanyobligationoftheSuppliertopayliquidateddamagestothePurchaser; and

(b) theaggregateliabilityoftheSuppliertothePurchaser,whetherundertheContract,intortorotherwise, shallnotexceedthetotalContractPrice,providedthatthislimitationshallnotapplytothecostofrepairing or replacing defective equipment.

29. GoverningLanguage

The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract whichareexchangedbythepartiesshallbewrittenintheseamelanguage.

30. ApplicableLaw

TheContractshallbeinterpretedinaccordancewiththelawsoftheUnionofIndia.

31. Notices

Anynoticegivenbyonepartytotheotherpursuanttothis Contractshallbesenttootherpartyinwritingorby cable,telexorfacsimileandconfirmedinwritingtotheotherParty'saddressspecifiedinSCC.

Anoticeshallbeeffectivewhendeliveredoronthenotice'seffectivedate,whicheverislater.

32. TaxesandDuties

Suppliersshallbeentirelyresponsibleforalltaxes,duties,licensefees,octroi,roadpermits,etc.,incurreduntil delivery of the contracted Goods to the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLEOF CLAUSES

ItemNo.	Topic	PageNumber
1.	Definitions(GCCClause1)	25
2.	InspectionandTests(GCCClause7)	25
3.	DeliveryandDocuments(GCCClause9)	25
4.	IncidentalServices(GCCClause12)	25
5.	Payment(GCCClause15)	26
6.	SettlementofDisputes(GCCClause27)	26
7.	Notices(GCCClause31)	26
8.	ProgressofSupply	27
9.	Righttousedefectiveequipment	27
10	SupplierIntegrity	27
11	Supplier’sObligation	27
12	PatentRights	27

SECTIONIV:SPECIALCONDITIONSOF CONTRACT

SpecialConditionsofContract

ThefollowingSpecialConditionsofContractshallsupplementtheGeneralConditionsofContract.Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.The correspondingclausenumberoftheGeneralConditionsisindicatedinparentheses.

1. **Definitions(GCCClause1)**

(a) ThePurchaseris.....

(b) TheSupplieris.....

2. **InspectionandTests(GCCClause7)**[9]

Thefollowinginspectionproceduresandtestsarerequiredbythe Purchaser:

_____
_____
_____
_____

3. **DeliveryandDocuments(GCCClause9)**

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, descriptionofgoods,quantity,nameoftheconsigneeetc.Thesuppliershallmailthefollowingdocumentsto the purchaser with a copy to the insurance company:

(i) .Four[10]CopiesoftheSupplierinvoiceshowingcontractnumber,goods'description,quantity,unitprice, totalamount;

(ii) Railwayreceipt/acknowledgmentofreceiptofgoodsfromtheconsignee(s);

(iii) Four[11]Copiesofpackinglistidentifyingthecontentsofeachpackage;

(iv) InsuranceCertificate;

(v) Manufacturer's/Supplier'swarrantycertificate;

(vi) InspectionCertificateissuedbythenominatedinspectionagency,andtheSupplier'sfactoryinspection report;and

TheabovedocumentsshallbereceivedbythePurchaserbeforearrivaloftheGoods(exceptwheretheGoods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. **IncidentalServices(GCCClause12)**

ThefollowingservicescoveredunderClause12shallbefurnishedandthecostshallbeincludedinthecontract price:

_____
_____
_____

[9]Ifthirdpartyinspectionisproposed,givedetailshere.
[10]Modifyifneed be.
[11]Modifyifneed be.

5. **Payment(GCCClause15)**

(i) *OnDelivery*:Eightypercentofthecontractprice shallbepaidonreceiptofGoodsandupon submissionofthedocumentsspecifiedinSCCClause3above;and

(ii) *On Final Acceptance*: the remaining twenty percent of the Contract Price shall be paid to the supplier within30daysafterthedateoftheacceptancecertificateissuedbythePurchaser'srepresentativefor the respective delivery

Note:(i) WherepaymentsaretobeeffectedthroughLetterofCredit(LC),thesameshallbesubjecttothelatest UniformCustomsandPracticeforDocumentaryCredit,oftheInternationalChamberofCommerce;

(ii) TheLCwillbeconfirmedatSupplier'scostifrequestedspecificallybytheSupplier;

(iii) If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.

6. **SettlementofDisputes(Clause27)**

ThedisputesettlementmechanismtobeappliedpursuanttoGCCClause27.2.2shallbeasfollows:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shallbeappointedbyagreementbetweentheparties;failingsuchagreement,bytheappointingauthority namely the [12]Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

(b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedingsandthatofalldocumentsandcommunicationsbetweenthepartiesshallbeEnglish.

(c) Thedecisionoftheofarbitratorsshallbefinalandbindinguponbothparties.Thecostandexpensesof ArbitrationproceedingswillbepaidasdeterminedbytheArbitrator.However,theexpensesincurred byeachpartyinconnectionwiththepreparation,presentationetc.ofitsproceedingsshallbeborneby each party itself.

7. **Notices(Clause31)**

Forthepurposeofallnotices,thefollowingshallbetheaddressofthePurchaserandSupplier.

Purchaser: .....
.....
.....
.....

Supplier:(TobefilledinatthetimeofContractsignature)
.....
.....
.....
.....

[12]Deletewhicheverisnot desired.

8. **ProgressofSupply:**

Suppliershallregularlyintimateprogressofsupply,inwriting,tothePurchaserasunder[13]:

- Quantityofferedforinspectionanddate;
- Quantityaccepted/rejectedbyinspectingagencyanddate;
- Quantitydespatched/deliveredtoconsigneesanddate;
- Quantitywhereincidentalserviceshavebeensatisfactorilycompletedwithdate;
- Quantitywhererectification/repair/replacementeffected/completedonreceiptofanycommunication from consignee/Purchaser with date;
- DateofcompletionofentireContractincludingincidentalservices,ifany;and
- DateofreceiptofentirepaymentsundertheContract

(incaseofstage-wiseinspection,detailsrequiredmayalsobespecified).

9. **Righttousedefectiveequipment:**

Ifafterdelivery,acceptanceandinstallationandwithintheguaranteeandwarrantyperiod,theoperationoruse of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacementismadewithoutinterferingwiththePurchaser'soperation.

10. **SupplierIntegrity:**

Thesupplierisresponsibleforandobligedtoconductallcontractedactivitiesinaccordancewiththe Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. **Supplier'sObligations:**

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directivesissuedbythePurchaserandimplementationactivities.
The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demandsorresponsibilitiesarisingfromaccidentsorlossoflifethecauseofwhichistheSupplier'snegligence.
TheSupplierwillpayallindemnitiesarisingfromsuchincidentsandwillnotholdthePurchaserresponsibleor obligated.
The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
TheSupplierwilltreatasconfidentialalldataandinformationaboutthePurchaser,obtainedintheexecutionof hisresponsibilities,instrictconfidenceandwillnotrevealsuchinformationtoanyotherpartywithoutthepriorwritten approval of the Purchaser.

12. **PatentRights:**

Intheeventofanyclaimassertedbyathirdpartyofinfringementofcopyright,patent,trademarkorindustrial designrightsarisingfromtheuseoftheGoodsoranypartthereofinthePurchaser'scountry,thesuppliershall actexpeditiouslytoextinguishsuchclaim.IfthesupplierfailstocomplyandthePurchaserisrequiredtopay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees.The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

[13]Deletewhicheverisnotapplicable.

SECTION V: SCHEDULE OF REQUIREMENTS

(Tobeinsertedin theTenderDocumentsbythePurchaser,asapplicable.TheScheduleshouldcover,ata minimum, the required items, quantities, services, delivery period(s) and earnest money deposit (EMD).)

Part - I

Serial Number	Brief Description	Unit	Quantity	Delivery Schedule	EMD in Rupees
ScheduleI				Deliveryin _____ weeks/ months from _____* at destination (project site)	
ScheduleII					

Part – II (Incidental Services) **

* The Purchaser must specify here the date from which the date of delivery schedule will start.That date should be either the date of contractaward, or the dateof contractsignature, of the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate.The Tender Form should include only a cross reference to this Schedule.

** SpecifytherequiredIncidental Services

SECTION VI-TECHNICAL SPECIFICATIONS

*[Notes:**

1. *Text of Technical specifications to be insertedin the Tender Documents by the Purchaser, as applicable*

2. *The Specifications should be drafted to permit the widest possible competition and, at the same time, presentaclearstatementoftherequiredstandardsofworkmanship,materials,andperformancesofthe goods to be procured. Only if this is done will the objectives of economy, efficiency and fairness in procurement is realized, responsiveness of tenders be ensured, and the subsequent task of tender evaluation facilitated.*

3. *WhereeverthegoodsarecoveredbyBureauofIndianStandards,thereferencestotheStandardsshould be given.*

4. *Reference to brand name and catalogue number should beavoided as far as possible; Where un avoidable, they should be followed by the words "or at least equivalent"]*

*** Delete the Notes in the final document.**

SECTIONVII : QUALIFICATION CRITERIA

(Referredto in Clause11.2(b)of ITT)

1. (a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the equipment(s)similartothetypespecifiedinthe'ScheduleofRequirements'uptoatleast..... %[14]ofthequantityrequiredinanyoneofthelast3years.Theequipmentsofferedforsupply must be of the most recent series models incorporating the latest improvements in design.The models should have been released on or after .....[15] and be in satisfactory operation for ..... [16]monthsasondateoftender opening.

(b) Tendersoftenderersquotingasauthorizedrepresentativeofamanufacturer,meetingwiththe above requirement in full, can also be considered provided :

(i) themanufacturerfurnishesauthorizationintheprescribedformatassuringfullguarantee and warranty obligations as per GCC and SCC; and

(ii) the tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least……% [17]of the quantity similar to the type specified in the Schedule ofRequirementsinanyoneofthelastthreeyearswhichmustbeinsatisfactoryoperation for at least ….[18] months on the date of tender opening.

2. Thetenderershouldfurnishtheinformationonallpastsuppliesandsatisfactoryperformanceforboth(a) and (b) above, in proforma under Section XII.

[14]Indicate thepercentage asconsidered appropriate– usuallynotlessthan 80% ofthe requirement.
[15]Indicateyearofmodelasappropriate
[16]Specifyanappropriateperiod.
[17]Indicate thepercentage asconsidered appropriate– usuallynotlessthan 30% ofthe requirement
[18]Specifyanappropriateperiod.

SECTION VIII: TENDERFORM

Date :.....

IFT No :.....

TO:(Nameand addressof purchaser)

Gentlemenand/orLadies:

HavingexaminedtheTenderDocumentsincludingAddendaNos. ..... *[insertnumbers]*, thereceipt of whichis hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... *(Description ofGoods and Services)*in conformity with the saidtender documents for the sumof ..... *(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

Weundertake,ifourtenderisaccepted,todeliverthegoodsinaccordancewiththedeliveryschedulespecifiedin the Schedule of Requirements.

Ifour tender is accepted, we will obtain the guarantee of a bank in a sumequivalentto.....percent of the Contract Pricefor the due performanceof the Contract,in theformprescribed by the Purchaser.

Weagreeto abidebythistenderfortheTendervalidityperiod specified in Clause14.1 oftheITTand itshall remain binding upon us and may be accepted at any time before the expiration of that period.

Untilaformalcontractispreparedandexecuted,thistender,togetherwithyourwrittenacceptancethereofandyour notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictlyobserve the laws againstfraud and corruption in force in India namely"Prevention of Corruption Act 1988".

Weunderstand that you are notbound to accept the lowestor any tender you may receive.

Weclarify/confirmthatwecomplywith theeligibilityrequirementsasperITTClause1 ofthetenderdocuments. Dated

this ..... day of ..... 19 .....

_____ _____

(signature) *(inthecapacityof)*

Dulyauthorizedto signTenderfor andonbehalf of

_____

PRICE SCHEDULE

Schedule No.	Item Description	Quantity and Unit	Price for each Unit					Total Price (3x8)
			Ex- factory/Ex-warehouse/Ex - showroom/off the shelf	Excise dutyif any	Inland transportation , insurance and other local costs incidentalto delivery	Sales and other taxes payable if contract awarde d	Unit Price (4+5+6+7)	
1	2	3	4	5	6	7	8	9
1	New steam boiler (100 CAPACITY steam boiler LPG operated)	2						
2	Wet grinder (TILTING 25 LTR CAPACITY stone)	2						
3	Wet grinder (Instant 25 LTR CAPACITY)	1						
4	pulvariser (masala powder 3 hp 3 phase)	1						
5	STOCK POT BURNER (30”*30”*12”) (4 ring Gilebi pattern)	1						
6	Insect killer	2						
7	Weighing scale with SS top 100 kg capacity	2						
8	Exhaust system motors(5hp&2hp)	3						
9	Steam line repair	60 mtrs						
10	Gas pipe line (LPG) (including gas bank (10 nos flexible pipe, 10nos nc wall)	60 mtrs						
11	Air curtion (4 feet long)	2						
12	RISE COOKING STEAM VESSEL(500 KG CAPACITY) Gear tilting model	2						
13	SAMBAR COOKING STEAM VESSEL(350 LTR CAPACITY)Gear tilting model	2						
14	Idli steamer with stand (480 idli capacity)	3						

Note: In case of discrepancy between unit price Total tender price in Rs (Words)……..

And total price, the unit price will prevail …….

Signature of Tenderer ……

Nameandaddress:……

SECTIONIX: EARNEST MONEY DEPOSIT BANK GUARANTEEFORM

Whereas.....[1]*(hereinaftercalled"theTenderer")*hassubmitteditstenderdated ..... *(dateof submission oftender)*for the supplyof ..... *(name and/or description ofthe goods)*(hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE ..... *(name of bank)*of.....(nameofcountry), havingourregistered officeat .....*(address ofbank)*(hereinaftercalled "theBank"), arebound unto ..... *(nameofPurchaser)*(hereinafter called "thePurchaser") in the sumof _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.Sealed with the Common Seal of the said Bank this _____dayof _____ 20___.

THE CONDITIONS of this obligation are:

1. If the Tenderer

   (a) withdrawsitsTenderduringtheperiodoftendervalidityspecifiedbytheTendererontheTender Form; or

   (b) doesnot accept the correction of errors in accordance with the ITT; or

2. IftheTenderer,havingbeennotifiedoftheacceptanceofitstenderbythePurchaserduringtheperiodof tender validity:

   (a) failsor refusesto executethe ContractFormif required;or

   (b) failsor refuses to furnishthe performance security, in accordancewith the Instruction to Tenderers;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaserhavingtosubstantiateitsdemand,providedthatinitsdemandthePurchaserwillnotethattheamount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Thisguaranteewillremaininforceuptoandincludingfortyfive(45)daysaftertheperiodofthetendervalidity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(SignatureoftheBank)

[1] *Name of Tenderer*

SECTIONX:CONTRACTFORM

THISAGREEMENTmade the.....day of.....,20... Between..... *(Nameof purchaser)*of..... *(CountryofPurchaser)*(hereinaftercalled "thePurchaser")of theonepartand ..... *(Name ofSupplier)*of ..... *(City and Country ofSupplier)*(hereinafter called "the Supplier") of the other part :

WHEREASthePurchaser isdesirous thatcertain Goodsand ancillaryservices viz., ... *(Brief Description of Goods and Services)*and has accepted a tender by the Supplier for the supply of those goods and services in the sumof .....*(ContractPrice in Words and Figures)*(hereinafter called"the Contract Price").

NOWTHISAGREEMENTWITNESSETHAS FOLLOWS:

1. InthisAgreementwordsandexpressionsshallhave thesamemeaningsasarerespectivelyassignedtothem in the Conditions of Contract referred to.

2. Thefollowingdocumentsshallbedeemedto formandbereadandconstruedaspartofthis Agreement,viz.:
   - (a) theTenderFormandthePriceSchedulesubmittedbythe Tenderer;
   - (b) theScheduleof Requirements;
   - (c) the Technical Specifications;
   - (d) theGeneralConditionsofContract;
   - (e) theSpecialConditionsofContract;and
   - (f) thePurchaser's Notification of Award.

3. Inconsiderationofthepaymentsto bemadebythePurchaserto theSupplierashereinaftermentioned,the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and servicesandtheremedyingofdefectstherein,theContractPriceorsuchothersumasmaybecomepayable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

   Briefparticularsofthegoodsandserviceswhichshallbesupplied/providedbytheSupplierareasunder:

SL. NO.	BRIEF DESCRIPTION OF GOODS &SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

INWITNESSwhereofthepartiesheretohavecausedthisAgreementtobeexecutedinaccordancewiththeir respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said..... (For the Supplier)

in the presence of:.....

SECTION XI. PERFORMANCE SECURITY BANK GUARANTEEFORM

To: _____ (Name of Purchaser)
WHEREAS..... (NameofSupplier)
hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated,..... 20..... to supply.....(DescriptionofGoodsand Services)hereinaftercalled "the Contract".

ANDWHEREASithasbeen stipulated byyou in thesaid ContractthattheSuppliershallfurnish you with aBank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFOREWEherebyaffirmthatweareGuarantorsandresponsibleto you,onbehalfoftheSupplier,upto a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to bein default under the Contract and without cavil or argument, any sum or sums within the limit of .....(Amount of Guarantee) as aforesaid, withoutyour needing to prove or to show grounds or reasons for your demand or the sumspecified therein.

This guarantee is valid until the .....day of.....20.....

Signatureand Sealof Guarantors
.....
.....
.....
Date.....20....
Address:.....
.....
.....

SECTION XII

(Please see Clause 11.2 (b) ofthe Instructions to Tenders)

Proforma for Performance Statement for the last Five years

IFT No…….Date of Opening……. Time……Hours

NameoftheFirm:……..

Orders placed by (Full addressof Purchaser)	OrderNo and Date	Description and Quantityof Goods ordered	Value of Order	Date of Completionof Delivery As per contract/Actual	Remarks indicating reasons for latedelivery, if any	Hasthegoods/equipment beensatisfactorily functioning.(Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7

Signatureand Sealof the Tenderer:----------

SECTIONXIII:- MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 11.2(a) ofInstructions to Tenderers)

No. _____ dated

To

Dear Sir:

IFT No.

We _____ who are established and reputable manufacturers of _____ *(name and description of goods offered)* having factories at _____(*address of factory)*do hereby authorize M/s _____*(NameandaddressofAgent)*tosubmitatender,and sign the contract with you for the goods manufactured by us against the above IFT.

No company or firm or individual other than M/s _____areauthorizedtotender,and conclude the contractfor the above goods manufactured byus, againstthis specific IFT.*(This para should be deleted in simple items where manufacturers sell the product through different stockists.)*

We herebyextend our fullguarantee and warrantyas per Clause 14 of the GeneralConditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yoursfaithfully,

(Name)

(Nameofmanufacturers)

Note:This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competentandhavingthepowerofattorneytolegallybindthemanufacturer.Itshouldbeincludedbythe Tenderer in its tender.

* Modifythisformatsuitablyincasewheremanufacturer'swarrantyandguaranteearenotapplicableforthe items for which bids are invited.

SECTIONXIV-

PROFORMAFOREQUIPMENTANDQUALITYCONTROLEMPLOYEDBYTHEMANUFACTURER

IFTNO. ..... DATE OF OPENING : .....

NAME OF THE TENDERER : .....

(Note:Alldetailsshouldrelatetothemanufacturerfortheitemsofferedforsupply)

1. Name&fulladdressofthe Manufacturer

2. (a) Telephone&Fax No Office/Factory/Works
   (b) Telex No. Office/Factory/Works
   (c) Telegraphicaddress:

3. Locationofthemanufacturing factory.

4. DetailsofIndustrialLicense,whereverrequiredasperstatutory regulations.

5. DetailsofimportantPlant&Machineryfunctioningineachdept.(Monographs&descriptionpamphlets be supplied if available).

6. Detailsoftheprocessofmanufactureinthefactory.

7. Details&stocksofrawmaterialsheld.

8. Productioncapacityofitem(s)quotedfor,withtheexistingPlant&Machinery

Normal
Maximum

9. Detailsofarrangement forqualitycontrolof productssuch aslaboratory, testingequipment etc.

10. Detailsofstaff:

Detailsof technical supervisory staff in charge of production & quality control.

Skilled labour employed.

Unskilled labour employed.

MaximumNo.ofworkers(skilled&unskilled)employedonanydayduringthe18months preceding the date of Tender.

11. WhetherGoodsaretestedto anystandardspecification?Ifso,copiesoforiginaltestcertificatesshouldbe submitted in triplicate.

12. IstheManufacturerregisteredwith theDirectorateGeneralofSuppliesandDisposals,NewDelhi110001, India?If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....
Signatureandsealofthe Manufacturer